

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

VINCENT BERTOLINO,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE OFFICER LUIS  
CASTILLO, POLICE OFFICER "FNU" (FIRST NAME  
UNKNOWN) ROCHA; POLICE OFFICER DIANA  
ESCALERA, POLICE OFFICER JOHN NUNEZ; JOHN DOE  
#1; JOHN DOES and RICHARD ROES,

Defendants.

**STIPULATION AND  
ORDER OF  
SETTLEMENT OF  
ATTORNEY'S FEES,  
EXPENSES, AND COSTS**

15-CV-7327 (RJS)

**WHEREAS**, plaintiff Vincent Bertolino commenced this action by filing a complaint on or about September 16, 2015, alleging that defendants City of New York, Luis Castillo, Diana Escalera, PO Rocha and John Nunez violated his federal and state constitutional and civil rights; and

**WHEREAS**, defendants served plaintiff with an Offer of Judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure on September 28, 2016; and

**WHEREAS**, plaintiff accepted defendants' Rule 68 Offer of Judgment on October 5, 2016; and

**WHEREAS**, all defendants deny any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, plaintiff's counsel represent that plaintiff has assigned all of his rights to attorneys' fees, expenses, and costs to his counsel, Jeffrey Rothman, Esq.; and

**WHEREAS**, counsel for defendants and counsel for plaintiff now desire to resolve the issue of attorneys' fees, expenses, and costs without further proceedings;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, the attorneys of record for the respective parties to the above-captioned action, as follows:

1. Defendant City of New York hereby agrees to pay plaintiff's counsel, Jeffrey Rothman, Esq., the total sum of Fifty-Three Thousand (\$53,000.00) Dollars in full satisfaction of plaintiff's claims for attorneys' fees, expenses, and costs. In consideration for the payment of Fifty-Three Thousand (\$53,000.00) Dollars, counsel for plaintiff agree to release and discharge defendants City of New York, Luis Castillo, Diana Escalera, PO Rocha and John Nunez; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all claims of attorneys' fees, expenses, and costs that were or could have been alleged in the aforementioned action.

2. Counsel for plaintiff hereby agree and represent that no other claims for attorneys' fees, expenses, or costs arising out of this action shall be made by or on behalf of plaintiff in any application for attorneys' fees, expenses, or costs at any time. If any further claim(s) for attorneys' fees, expenses, and costs are brought by, for, or on behalf of Plaintiff Vincent Bertolino arising out of, or related to, this matter, counsel for Defendants shall notify Plaintiff's counsel Jeffrey A. Rothman by email to rothman.jeffrey@gmail.com and by regular mail to 315 Broadway, Suite 200, New York, NY 10007, 10 business days prior to any payment by the Defendants of the claim, so that Mr. Rothman can attempt to address the claim prior to any payment being made in relation thereto. If Mr. Rothman is so notified 10 business days prior to payment of the claim, and given an opportunity to address and intervene concerning any such claim prior to payment being made in relation thereto, Mr. Rothman agrees to indemnify

and hold harmless the City of New York, Luis Castillo, Diana Escalera, PO Rocha and John Nunez, their successors or assigns; past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from and against any and all claims for attorneys' fees, expenses, and costs brought by, for, or on behalf of Plaintiff Vincent Bertolino arising out of, or related to, this matter.

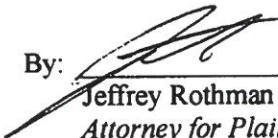
3. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated Plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

4. This Stipulation and Order contains all the terms and conditions agreed upon by counsel for defendants and counsel for plaintiff hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of attorneys' fees, expenses, or costs shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

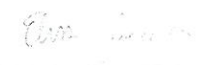
JEFFREY ROTHMAN  
*Attorney for Plaintiff*  
315 Broadway, Suite 200  
New York, NY 10007  
(212) 227-2980

ZACHARY W. CARTER  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants City of New York,  
Castillo, Escalera, Rocha and Nunez*  
100 Church Street, 3<sup>rd</sup> Floor  
New York, New York 10007

By:

  
Jeffrey Rothman  
*Attorney for Plaintiff*

By:

  
Elissa B. Jacobs  
*Senior Corporation Counsel*

Dated: New York, New York  
Dec. 5, 2016

SO ORDERED:

  
HON. RICHARD J. SULLIVAN  
UNITED STATES DISTRICT JUDGE *ENC*

